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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 ROXANNE MINER, THOMAS  
12 MURRAY, JR., and BARRY  
13 HOLLANDER, on behalf of  
14 themselves and all others similarly  
15 situated, and on behalf of the general  
16 public,

17 Plaintiff,

18 vs.

19 METLIFE BANK, N.A., a Delaware  
20 corporation, and DOES 1 through 50,  
21 inclusive,

22 Defendants.  
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Case No. CV 11-04038 CJC (MLGx)

**JUDGMENT**

1 On March 11, 2011, Plaintiff Thomas Murray, Jr. ("Murray") filed a Class  
2 Action Complaint against Defendant MetLife Bank, N.A. ("MetLife") in California  
3 state court. On March 17, 2011, Murray filed a First Amended Class Action  
4 Complaint ("FAC"). The FAC alleges the following claims for relief: (1) failure to  
5 pay wages; (2) failure to provide accurate wage statements; (3) failure to timely pay  
6 wages upon termination; (4) unlawful deductions from wages; (5) failure to  
7 reimburse employee business expenses; (6) unfair competition for violations of the  
8 California Labor Code; (7) unfair competition for violations of the Fair Labor  
9 Standards Act ("FLSA"); and (8) penalties pursuant to the California Private  
10 Attorneys General Act ("PAGA"). Murray brings these claims on his own behalf  
11 as well as on behalf of other Branch Managers and Sales Managers who worked for  
12 MetLife in California during the applicable statute of limitations period. (FAC ¶¶  
13 1, 16, 18.) MetLife removed this action to Federal court.

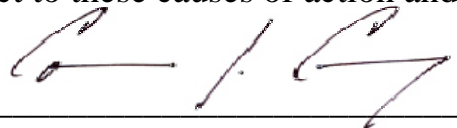
14 On September 24, 2012, MetLife's Motion for Summary Judgment or, in the  
15 Alternative, Motion for Partial Summary Judgment of Murray's Claims ("Motion")  
16 came on regularly for hearing before this Court. For the reasons stated at the  
17 hearing, the Court granted MetLife's Motion on Murray's First, Second, Third,  
18 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action and as to Murray's class  
19 claims.

20 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS**  
21 **FOLLOWS:**

22 Judgment is entered in favor of MetLife and against Murray on Murray's  
23 First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action and  
24 as to Murray's class claims. Murray shall take nothing as a result of his First,  
25 Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action and/or  
26 his class claims, Murray's First, Second, Third, Fourth, Fifth, Sixth, Seventh, and  
27 Eighth Causes of Action and his class claims shall be dismissed with prejudice, and  
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MeLife shall recover its costs with respect to these causes of action and claims.

DATED: 9/24/12

  
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U.S. DISTRICT COURT JUDGE

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